

IN THE CIRCUIT COURT OF JOHNSON COUNTY, MISSOURI

CWI, INC.,)
)
Plaintiff,) Case No.
) Division No.
)
v.)
)
DOGWOOD SHOOTING)
SUPPLY, LLC,)
)
Serve:)
Doug Wickham)
24 NE 641)
Knob Noster, MO 65336,)
)
Defendant.)

PETITION FOR DAMAGES

COMES NOW Plaintiff, CWI, Inc., by and through undersigned counsel, and for its cause of action against the Defendant, Dogwood Shooting Supply, LLC, states as follows:

PARTIES

1. The Plaintiff, CWI, Inc. (“**Camping World**”), is a corporation organized under the laws of the State of Kentucky, with its principal place of business located at 650 Three Springs Road, Bowling Green Kentucky 42104.

2. Upon information and belief, the Defendant, Dogwood Shooting Supply, LLC (“**Dogwood**”), is a limited liability company organized under the laws of the State of Missouri, with its principal place of business located at 24 NE 641, Knob Noster, Missouri 65336. Dogwood may be served via its registered agent, Roy Douglas Wickham, at 24 NE 641, Knob Noster, Missouri 65336.

JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court pursuant to Mo. Rev. Stat. § 478.070.

4. Venue is proper in this Court pursuant to Mo. Rev. Stat. § 508.010(5)(1).

FACTUAL ALLEGATIONS

5. On or about June 2, 2021, Camping World and Dogwood entered into an agreement under which Camping World agreed to purchase 19,740,000 units of ammunition primers (the “**Total Primer Volume**”) from Dogwood for a total purchase price of \$1,875,300.00, and Dogwood agreed to deliver the Total Primer Volume to a Camping World customer (the “**Agreement**”). The essential terms of the Agreement are reflected in an invoice Dogwood sent to Camping World attached hereto as **Exhibit 1**.

6. Pursuant to the Agreement, in exchange for a prepayment from Camping World totaling \$937,550.00 (the “**Prepayment Amount**”), Dogwood agreed to deliver the Total Primer Volume to a customer of Camping World, on behalf of Camping World, by no later than June 18, 2021. The Prepayment Amount represented one-half of the total purchase price to be paid by Camping World to Dogwood for the Total Primer Volume. Upon Dogwood’s delivery of the Total Primer Volume to Camping World’s customer, Camping World agreed to pay the remaining balance \$937,550.00 due to Dogwood under the Agreement.

7. On June 4, 2021, Camping World wired Dogwood the Prepayment Amount.

8. To date, Dogwood has only delivered 4,000,000 units of the Total Primer Volume to Camping World’s customer. The 4,000,000 ammunition primer units were not delivered to Camping World’s Customer until July 6, 2021, which was more than three (3) weeks after the agreed upon delivery date.

9. After Dogwood failed to deliver the Total Primer Volume to Camping World’s customer in accordance with Dogwood’s obligations under the Agreement, Camping World and

Dogwood agreed that if Dogwood was not able to deliver the remaining 15,740,000 ammunition primer units by December 17, 2021, then Dogwood would repay \$557,650.00 back to Camping World (the “**Undelivered Balance**”), which represents the value of the undelivered one-half portion of the Total Primer Volume for which Camping World prepaid and for which Dogwood only partially delivered.

10. Dogwood failed to deliver the remaining ammunition primer units to Camping World’s Customer by December 17, 2021.

11. To date, and despite demand by Camping World, Dogwood has not reimbursed Camping World for any portion of the Undelivered Balance.

COUNT I
Breach of Contract

12. Camping World adopts and incorporates Paragraphs 1 through 11 of this Complaint as if fully set forth herein.

13. Pursuant to the Agreement, Camping World agreed to, and ultimately did, pay the Prepayment Amount to Dogwood in exchange for Dogwood to deliver the Total Primer Volume to Camping World’s customer, by June 18, 2021.

14. Dogwood breached the Agreement by failing to deliver the Total Primer Volume to Camping World’s Customer by June 18, 2021. Instead, Dogwood delivered only 4,000,000 units of the Total Primer Volume to Camping World’s customer on July 6, 2021.

15. Subsequently, Camping World and Dogwood agreed that if Dogwood was not able to deliver the remaining ammunition primer units by December 17, 2021, then Dogwood would pay the Undelivered Balance back to Camping World.

16. Dogwood failed to deliver the remaining ammunition primer units to Camping World’s customer by December 17, 2021.

17. Dogwood has not paid back any portion of the Undelivered Balance to Camping World.
18. Dogwood has breached the Agreement with Camping World.
19. Camping World has suffered damages as a result of Dogwood's breach of the Agreement, which include the Undelivered Balance totaling \$557,650.00 and business damages, including lost profits arising from Dogwood's failure to deliver the Total Primer Volume to Camping World's customer.

COUNT II
Conversion

20. Camping World adopts and incorporates Paragraphs 1 through 19 of this Complaint as if fully set forth herein.

21. By accepting the Prepayment Amount without delivering the Total Primer Volume to Camping World's customer and retaining the Undelivered Balance, Dogwood has unlawfully obtained money rightfully belonging to Camping World and deprived Camping World of such funds.

22. In this case, money is an appropriate subject of conversion under Missouri law because it can be described or identified as a specific chattel in the form of the ammunition primers purchased by Camping World.

23. As a direct and proximate result of Dogwood's conversion of Camping World's funds, Camping World is entitled to recover damages from Dogwood in an amount to be determined at trial.

COUNT III
Money Had and Received

24. Camping World adopts and incorporates Paragraphs 1 through 23 of this Complaint as if fully set forth herein.

25. Dogwood received possession of the Prepayment Amount from Camping World, which totaled \$937,550.00.

26. Dogwood thereby appreciated a benefit by accepting the Prepayment Amount and retaining the Undelivered Balance. Although Dogwood accepted the Prepayment Amount and retained the Undelivered Balance, it failed to deliver the Total Primer Volume to Camping World's customer per the terms of the Agreement.

27. Dogwood's acceptance of the Prepayment Amount and retention of the Undelivered Balance despite its failure to deliver the Total Primer Volume to Camping World's customer would be inequitable.

28. Dogwood owes Camping World the Undelivered Balance, which totals \$557,650.00, for money had and received.

COUNT IV
Unjust Enrichment

29. Camping World adopts and incorporates Paragraphs 1 through 28 of this Complaint as if fully set forth herein.

30. Camping World conferred a benefit upon Dogwood by paying the Prepayment Amount totaling \$937,550.00.

31. Dogwood appreciated the benefit by accepting the Prepayment Amount and retaining the Undelivered Balance. Although Dogwood accepted the Prepayment Amount and retained the Undelivered Balance, it failed to deliver the Total Primer Volume to Camping World's customer per the terms of the Agreement.

32. Dogwood's acceptance of the Prepayment Amount and retention of the Undelivered balance without delivery of the Total Primer Volume to Camping World's customer would be inequitable.

WHEREFORE, Camping World prays for relief from this Court as follows:

1. That service of process issue against Dogwood requiring it to appear and answer this Complaint;
2. For an award of compensatory, consequential, and incidental damages to Camping World as result of the breach of contract by Dogwood;
3. For an award of damages to Camping World as a result of the conversion of the Undelivered Balance totaling \$557,650.00 against Dogwood;
4. In the alternative, for an award of money had and received against Dogwood for the Undelivered Balance totaling \$557,650.00;
5. In the alternative, for an Order finding that Dogwood has been unjustly enriched by its retention of the Undelivered Balance, totaling \$557,650.00, despite its failure to deliver the Total Primer Volume to Camping World's customer;
6. For interest, both pre-judgment and post-judgment; and
7. For such other fair and reasonable amount and general relief to which Camping World is entitled per Rule 55.05.

Respectfully Submitted,



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ATTORNEYS FOR PLAINTIFF